

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CIVIL APPLICATION NO.323 OF 2005
IN
WRIT PETITION NO.7916 OF 2003

Shri Vinayak Yadneshwar Sathe. .. Applicant

v/s.

1. Union of India & others. .. Respondents

Mr.C.G. Gavnekar for applicant.

Mr.B.A.Desai, Addl.Solicitor General with
Mr.Rajguru for respondents.

**CORAM : H.L. GOKHALE &
F.I. REBELLO, JJ.**

DATED : 11TH FEBRUARY 2005

P.C. :

1. Heard Mr.Gavnekar in support of this Civil Application for clarification. Mr.Desai, Additional Solicitor General with Mr.Rajguru appears for the respondents.

2. This Civil Application seeks clarification of our order dated 16th February 2004. Mr.Desai, learned Additional Solicitor General, on instructions, states that if the applicant is agreeable to the terms handed over by him in a

draft, the respondents will grant a lease in favour of the applicant. Mr.Gavnekar appearing for the applicant-petitioner, on instructions, states that the applicant is agreeable to accept these terms. These terms are as follows:-

" 1. Outstanding Government dues viz. Assignment fee of Rs.1332/- and Ground Rent of Rs.132/- for the year 2002-03 has to be paid first.

2. Enhanced rate of Assignment fees and Ground Rent as per Government order has to be paid from 1st January 2004.

3. Government dues as demanded from time to time has to be paid.

4. Lease Deed has to be executed by Shri Sathe with the Department, as per Div. Bench order dated 16th February 2004, which clearly specifies that Shri Sathe is willing to cultivate the land for salt manufacture on the same terms on which the land is allotted by Union of India to other cultivators. Since execution of

Lease deed is one of the conditions, this has to be complied with by Shri Sathe. In fact in their Civil Appeal (St.) No.2852 of 2004 in Writ Petition No.7916 of 2003, the petitioner's prayer is to be restored the possession of land on the same terms as in the order dated 16th February 2004. This in fact is an admission by the petitioner himself that he is ready to comply with the conditions including execution of Lease, but as per the last part of the order dated 16th February, the same would be without prejudice to the petitioner's submission that the Government has no right to insist on entering into Lease. "

3. Over and above this, we further add that on being given these lease-hold rights, the applicant-petitioner will not create any third party rights nor will he mortgage nor induct nor alienate in the land concerned. The lease, which is to be entered into, will be subject to the decision in Writ Petition No.7916 of 2003. In view of this, the Civil Application stands disposed of.

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(H.L. GOKHALE, J.)

(F.I. REBELLO, J.)